

Agreement

United Brotherhood of Carpenters and Joiners of America



1997

AGREEMENT between _____ (herein referred to as the "Company"), and the United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as the "UBCJA").

ARTICLE I RECOGNITION AND SCOPE

The Company agrees to recognize the jurisdictional claims of the UBCJA and to comply with the contractual wages, fringe benefits, hours and other working conditions established between the UBCJA affiliates and the employers or recognized employer agencies in the localities in which the Company does any work within the jurisdiction of the UBCJA.

ARTICLE II WAGES AND FRINGE BENEFIT CONTRIBUTIONS

Payment of annuity, pension and/or health and welfare contributions for an employee's work in each locality shall be made to such funds and in such amounts as are identified in the applicable collective bargaining agreement for that locality, provided that the designated fund is signatory to a UBCJA National Reciprocal Agreement. In the event such annuity, pension and/or health and welfare fund is not signatory to the appropriate National Reciprocal Agreement, the equivalent contribution amounts shall be paid to the relevant fund identified in the collective bargaining agreement of the UBCJA affiliate in the employee's home area, or, in the event such home area fund refuses to accept that contribution, to the Carpenters Labor-Management Pension Trust.

Provided further, that the Company may, at its discretion, submit the contributions to the employee's home-area local union or district council funds even if the work-area local union or district council funds and the employee's home-area local union or district council funds are signatory to a UBCJA National Reciprocal Agreement. If the Company chooses this option, it shall provide sufficient proof to the work-area local union or district council funds that the appropriate contribution amount has been paid to the employee's home-area local union or district council funds. This option shall not be available if the employee's home-area local union or district council funds refuses to accept such payments. However, in no event shall the Company's "key" traveling employees be paid less in wages, and annuity, pension, and/or health and welfare contributions, than what is required under their home-area local union or district council collective bargaining agreement. This provision, Article II, is strictly limited to the Company's payment of annuity, pension and/or health and welfare contributions. The Company is obligated to pay dues check-off and all other contributions required under the applicable work-area collective bargaining agreement to the work-area local union or district council.

ARTICLE III UNIFORM AGREEMENT: UBC NATIONAL HEALTH AND SAFETY FUND; UBC NATIONAL APPRENTICESHIP AND TRAINING FUND; AND, UBC LABOR-MANAGEMENT EDUCATION AND DEVELOPMENT FUND

The Company and the UBCJA recognize the need for quality safety and health training and related services to enable UBCJA workers to remain healthy and productive, and to aid the Company in meeting its own safety and health goals as well as those established by government agencies and construction owners. The Company and the UBCJA further recognize the need for quality training for apprentices and journeypersons to meet the industry's needs for skilled craft labor. And finally, the Company and the UBCJA recognize the importance of cooperating in jointly and aggressively pursuing new work opportunities utilizing Union members and in formulating new initiatives designed to enhance the competitiveness of Union contractors.

Therefore, in addition to any contributions otherwise called for herein, the parties agree that the Company shall make a contribution of six cents (\$.06) per hour worked for each employee covered by this Agreement to the UBC National Health and Safety Fund ("Health and Safety Fund"), the UBC National Apprenticeship and Training Fund ("Apprenticeship and Training Fund"), and the UBC Labor-Management Education and Development Fund ("Labor-Management Education and Development Fund"). This six cents (\$.06) contribution shall be divided as follows: two cents (\$.02) to the Health and Safety Fund; two cents (\$.02) to the Apprenticeship and Training Fund; and, two cents (\$.02) to the Labor-Management Education and Development Fund. Payments to the funds shall be made on or before the 20th day of the month following the month of the work performed and shall be remitted in accordance with the instructions of the trustees of the respective funds.

The Company hereby also agrees to be bound by the trust indenture agreement applicable to each of the respective UBC trust funds described above.

Upon request, each Company shall receive a copy of the funds' annual report.

ARTICLE IV SUBCONTRACTING

The Company shall not subcontract any work within the jurisdiction of the UBCJA which is to be performed at the jobsite except to a contractor who holds an applicable agreement with the UBCJA or its relevant affiliate, or who agrees in writing prior to or at the time of the execution of the subcontract to be bound by the terms of this Agreement.

ARTICLE V HIRING

The UBCJA agrees to refer personnel to jobs upon a nondiscriminatory basis, such referral to be made upon the request of the Company who retains the right to reject or accept the applicants for employment. The UBCJA affiliates having jurisdiction in the respective areas of the performance of work will maintain appropriate nondiscriminatory facilities for the registration and referral of personnel possessing the skills required for the performance of work by the Company. The Company agrees to use said facilities in filling job vacancies on all projects.

In the event that no such facilities are maintained or that the facility maintained is unable to fill requisitions for employees within a 48-hour period, excluding Saturdays, Sundays, and holidays, the Company may employ applicants directly at the jobsite on a nondiscriminatory basis. In such event, the Company will notify the UBCJA affiliate of the names and classifications and the dates of such hirings.

On any work covered under this Agreement, the Company shall be permitted to bring in two (2) "key" traveling employees from its home area to perform required work in any jurisdiction or geographical area of the UBCJA without the necessity of securing work permits. However, the Company must, before starting work, advise the Local Union and/or District Council in the area where the work is to be performed of their presence and the intended duration of the project.

Should the Company require more employees than the two (2) "key" traveling employees for any project, any additional employees shall be requested from the Local Union or District Council where the work is to be performed. Provided further, that if the Company shall require more than the two (2) key traveling employees, up to the next two employees thereafter hired shall be requested from the Local Union or District Council where the work is to be performed. And, thereafter, the Company is obligated to secure a minimum of fifty (50) percent of the requisite additional employees from the Local Union or District Council where the work is to be performed on a one-for-one basis. Upon completion of the work, the company shall advise of their departure.

The Company will post in places where notices to employees and applicants for employment are customarily posted all of the provisions relating to the above hiring arrangements.

ARTICLE VI STRIKES AND LOCKOUTS

There shall be no strike or lockout pending any dispute being investigated and all peaceable means taken to bring about a settlement. Any dispute relating to this Agreement may be prosecuted in accordance with the grievance/arbitration procedure of the member's home area local union Master Labor Agreement, or the work area local union Master Labor Agreement, and the Company agrees to be bound by those procedures.

ARTICLE VII SPECIAL AGREEMENTS

Addenda to this Agreement which are required to place the Company in a more competitive position or address the owners' requirements may be established. Provided that, where it is demonstrated by the Company that the application of provisions under this Agreement or the applicable UBCJA affiliate agreements covering the geographical area where the work is to be performed may, or will, result in the loss of union construction or preventable financial injury to the Company and/or its employees, the UBCJA shall meet with the Company, at the Company's request, to discuss a modification of area and/or job site conditions as would relate to the application of this Agreement. Such meetings shall initially be between the Company and the appropriate UBCJA affiliate, and, failing resolution, then with the appropriate UBCJA General Executive Board Member joining such discussions. Such meetings shall be expedited to accommodate the circumstances. Any addenda shall be reduced to writing and shall be made part of this Agreement for a specific project or area, with a signed copy forwarded to the UBCJA and the Company.

ARTICLE VIII DURATION

This Agreement shall be effective as of the below execution date and shall remain in effect for three (3) years from that date, and it shall automatically renew itself for subsequent three-year periods unless written notice to terminate is given by either party to the other by registered or certified mail not more than ninety (90), and not less than sixty (60), days prior to its expiration date or the expiration date of any subsequent renewal period. With respect to any jobs in progress as of the expiration date, termination shall not be effective until the completion of such jobs.

A-PLUS FLOORING, INC.
(Company Name)

Dennis L. Zingarelli
(Signature)

DENNIS ZINGARELLI, PRESIDENT

(Typed Name and Title)

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UNITED BROTHERHOOD OF
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Effective Date: October 13, 2000